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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

KEITH APPLING,

Plaintiff,

vs.

RIVERSIDE COUNTY,

Defendant.

CASE NO. 5:15-CV-01417-DSF (JCG)

**PROTECTIVE ORDER FOR
DOCUMENTS SUBMITTED TO
AND USED BY SPECIAL
MASTERS**

Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

The Court has reviewed the stipulation for protective order by the parties. Good cause appearing, the Court hereby enters a protective order and orders as follows:

A. Graphics that Defendant reasonably believes in good faith are confidential and/or proprietary, and qualify for protection under Federal Rule of Civil Procedure 26(c), may be designated as such at the time of production (“Confidential Graphics”). Defendant must take care to limit any such designation to specific material that qualifies under the appropriate standards. Defendant must designate for protection only

1 those parts of the Graphics that qualifies as confidential so that other
2 portions of Graphics for which protection is not warranted are not
3 swept unjustifiably within the ambit of this Protective Order. Mass,
4 indiscriminate, or routinized designations are prohibited. Designations
5 that are shown to be clearly unjustified or that have been made for an
6 improper purpose (e.g., to unnecessarily encumber the case
7 development process or to impose unnecessary expenses and burdens
8 on other parties) may expose the designating party to sanctions. The
9 copies of any Confidential Graphics disclosed pursuant to this
10 Protective Order must be distinctively marked, and such marking must
11 not obscure or obliterate the content of the Graphics, with substantially
12 the following language: "CONFIDENTIAL – UNLAWFUL TO
13 DUPLICATE."

14 B. Thereafter, the Special Masters shall not convey, transfer, publish,
15 distribute, copy, duplicate or disseminate the Confidential Graphics so
16 provided except as may be reasonably necessary for drafting their
17 reports pursuant to the PROTOCOL.

18 C. No Confidential Graphics are to be shared, shown or discussed with the
19 plaintiffs themselves or any other convicted felons.

20 D. Unless the Court orders otherwise, Confidential Graphics may be
21 disclosed to the Special Masters; one designated assistant for each
22 Special Master that is made known to the parties; counsel of record;
23 paralegal, attorney, stenographic, clerical and secretarial personnel
24 employed by counsel of record; and court personnel.

25 E. All Confidential Graphics may be released to additional individuals
26 aside from those described in Paragraph D above upon written
27 agreement by the parties and/or by order of the Court.

28 F. The parties may not publicly file any Confidential Graphics in the

1 Special Masters Reports submitted to the Court and Plaintiffs. Any
2 such Confidential Graphics included in the Special Masters Reports
3 must be redacted in the public report as filed, and the unredacted
4 reports will be filed under seal. Only the Confidential Graphics in the
5 Special Masters Report shall be redacted.

6 G. Confidential Graphics may be publicly filed in unredacted form in the
7 Special Masters Reports only upon written agreement by the parties
8 and further Order of this Court.

9 H. Confidential Graphics shall be redacted from copies of the reports by
10 the Special Masters that are made available to the general public. Only
11 the Confidential Graphics in the Special Masters Report shall be
12 redacted. The counsel for plaintiffs shall receive unredacted copies of
13 the reports.

14 I. The Confidential Graphics produced pursuant to this Protective Order
15 may not be used for any purpose other than preparation of the Special
16 Masters' Reports.

17 J. Prior to the dissemination of any Confidential Graphics to the Special
18 Masters pursuant to this Protective Order, counsel for Defendant shall
19 inform the Special Masters of the terms and conditions of this
20 Protective Order and secure each Special Master's written, faxed, or
21 emailed agreement to be bound by it. The written agreement will be
22 produced to counsel for the Plaintiff.

23 K. The Special Masters shall take reasonable precautions to prevent the
24 unauthorized or inadvertent disclosure of Confidential Graphics.

25 L. If any Confidential Graphics provided pursuant to this Protective Order
26 are used in any other matter or document filed with this Court other
27 than the Special Masters Reports, the party and/or Special Master
28 intending to use such information or document shall file an application

1 to have it filed under seal pursuant to Local Rule 79-5, including filing
2 a public redacted version of the document concurrently.

3 M. The Special Masters or counsel for Plaintiff may assert that particular
4 Graphics designated as confidential are in fact, public knowledge or
5 otherwise not subject to protection hereunder. Such assertion, if made,
6 shall be discussed in a good faith meet and confer between counsel for
7 the parties and, if agreement cannot be reached, the matter will be
8 submitted to the Court for resolution in a motion pursuant to Local
9 Rule 37, and until resolved by the Court shall remain protected as
10 confidential information hereunder. The burden of demonstrating that
11 documents should be protected by this Protective Order shall remain at
12 all times on the designating party.

13 N. All Confidential Graphics subject to this Protective Order that are
14 submitted to the Special Masters shall remain confidential.

15 O. The inadvertent or unintentional disclosure of Confidential Graphics by
16 the disclosing party shall not be construed to be a waiver, in whole or in
17 part of the disclosing party's claims of confidentiality either as to the
18 specific documents or as to any other information relating thereto.

19 P. In the event anyone, including but not limited to the Special Masters,
20 shall violate or threaten to violate any terms of this Protective Order,
21 the aggrieved party may apply to obtain injunctive relief and monetary
22 sanctions against any such person violating or threatening to violate
23 any of the terms of this Protective Order. This Court shall have the
24 power to impose whatever penalties it deems appropriate for the
25 violation of said Order, including, but not limited to, monetary and
26 judicial sanctions and contempt.

27 Q. The provisions of this Protective Order shall survive and remain in full
28 force and effect after the PROTOCOL terminates after re-inspection of

1 Robert Presley Detention Center and Southwest Detention Center 12
2 months after the Special Masters submit their initial reports.

3 R. Upon final conclusion of the PROTOCOL, all copies of Confidential
4 Graphics subject to this Protective Order shall be returned to counsel
5 for Defendant. This provision does not apply to copies of unredacted
6 reports of the Special Masters in the possession of counsel to the parties
7 and Special Masters.

8 S. The agreement of the parties and the Special Masters embodied in this
9 Protective Order does not constitute an admission or agreement that
10 any particular documents or information is subject to discovery, or
11 admissible as evidence, in this case. Designation of any Graphic
12 subject to this Protective Order shall have no meaning or effect
13 whatsoever with respect to the substantive issues in this proceeding or
14 the claims or defenses of any party hereto.

15 T. All documents, information, or Graphics provided by Defendant to the
16 Special Masters must also be provided to counsel for Plaintiff. Counsel
17 for Plaintiff shall comply this Protective Order.

18 U. This Court retains jurisdiction to construe, enforce and amend the
19 provisions of this Protective Order. This Protective Order may not be
20 modified absent further action by the Court.

21 DATED: May 10, 2017

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24 Hon. Jay C. Gandhi
25 UNITED STATES DISTRICT COURT
26 MAGISTRATE JUDGE
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CONSENT OF SPECIAL MASTERS

If Ordered by this Court, I agree to be bound by the terms of the Protective Order as issued. The terms have been explained to me by counsel for the County of Riverside.

DATED: May ___, 2017

William Broz, P.E.
SPECIAL MASTER 1

DATED: May ___, 2017

Joe Gunja
SPECIAL MASTER 2